

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TENNESSEE  
WESTERN DIVISION  
AT MEMPHIS

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Eloise Collins,

Plaintiff,

vs.

NO.

The Hartford Life and Accident Insurance Company ,

Defendant.

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COMPLAINT

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COMES NOW your Plaintiff, Eloise Collins by and through counsel, and sues the defendant, The Hartford Life and Accident Insurance Company , and for cause states and shows to this Honorable Court as follows:

1. The Plaintiff, Elliose Collins is a resident of Memphis, Shelby County, Tennessee;

2. That at all times herein mentioned, The Hartford Life and Accident Insurance Company is a foreign corporation with a principal place of business in the State of Connecticut. The defendant's agent for service of process is the Tennessee Commission of Insurance;

3. This Court has jurisdiction pursuant to 28 U.S.C. § 1332(a). There is diversity of citizenship between the parties and the amount in controversy exceeds

\$100,000.00. Therefore, diversity exists in this cause of action;

4. This is a civil action to recover a long-term disability benefits and short-term disability benefits pursuant to Section 502 of the Employee Retirement Income Security Act of 1974 (herein ERISA);

5. The plaintiff by virtue of her employment with Baxter International, Inc. was provided with a short-term disability insurance policy and a long-term disability insurance policy. The group number was 83079247 and the claim number was 9001608656;

6. On September 16, 2014, the Plaintiff submitted a claim for long-term disability benefits which were as of September 30, 2014;

7. The Plaintiff has been **"DISABLED"** an eligible for disability benefits due to Chronic Obstructive Pulmonary Disorder;

9. The Plaintiff timely filed an administrative appeal which was affirmed on March 31, 2016;

10. The Defendant subsequently informed the Plaintiff on July 14, 2016 that the March 31, 2016 decision was final;

11. On July 14, 2016, Hartford Life and Accident Insurance Company affirmed the denial and stated in each denial that all administrative remedies have been exhausted and that there were no further appeals available from Hartford Life and Accident Insurance Company ;

12. The Plaintiffs condition renders her **"DISABLED"** as defined under **"DEFINITION OF DISABILITY"** under group policy which is the subject of this

litigation;

13. The defendant has failed to pay benefits for said policy and plans with benefits accruing amounting to 80 percent of the Plaintiffs gross income for each month she is unable to engage in substantial gainful activity;

14. There will be additional benefits accruing after filing of this lawsuit as the Plaintiff remains disabled;

15. The defendant's denial of disability benefits is arbitrary and capricious as defined by the Sixth Circuit case law governing ERISA claims.

**WHEREFORE** the Plaintiff prays for a judgment against the defendant for all approved benefits, for any months he is disabled under the policy, for pre-judgment and post-judgment interest, for future benefits, for attorney's fees, for discretionary costs and any other relief the Court deems just and proper under the circumstances.

Respectfully Submitted,

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